THE HON'BLE MR JUSTICE L.NARASIMHA REDDY

WRIT PETITION NO : 25814 of 2005

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Dated 28-12-2005

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Between:

Mohd. Sheik Ahmed, S/o. Sheik Madar,
R/o. H.No. 17-8-412/A/E/1, Bagh-e-jahar-ara, Yakutpura, Hyderabad.

..... PETITIONER

AND

1 The Regional Manager, APSRTC R.R. Region, MGBS, Hyderabad.
2 The Asst. Traffic Manager, APSRTC R.R. Region, MGBS, Hyderabad.

.....RESPONDENT(S)

THE HON'BLE MR JUSTICE L.NARASIMHA REDDY

WRIT PETITION NO : 25814 of 2005

ORDER:

The petitioner states that he has been awarded the contract of maintenance of electrical equipment in the Bus Stand, for the period from 01-07-2001 to May, 2003. According to him, the contract was extended beyond that period, orally, and that he rendered his services. The grievance of the petitioner is that the respondents have not paid a sum of Rs.2,94,300/-, for the works done by him, and that they have not refunded the security deposit.

Heard the learned counsel for the petitioner and learned counsel for the respondents.

So far as the refund of security deposit, on expiry of the period of contract is concerned, the petitioner can certainly make appropriate representation, and the respondents shall be under obligation to consider the same, in accordance with the terms of contract. However, the plea of the petitioner that he rendered service, beyond the period of contract; cannot be accepted by this Court, in the absence of any written orders from the respondents.

Hence, the writ petition is disposed of, leaving it open to the petitioner to make a representation to the respondents for refund of the security deposit made by him, at the time of awarding the contract. There shall be no order as to costs.

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L. NARASIMHA REDDY, J.

Dt.28-12-2005

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